

CONTRACT OF SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR

THIS AGREEMENT, made as of June 30, 2021 by and between the TANTASQUA REGIONAL SCHOOL DISTRICT and UNION 61 SCHOOL DISTRICTS, hereinafter referred to as the COMMITTEE, and hereinafter referred to as the SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR.

In consideration of the promise herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT: The COMMITTEE hereby employs as SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR within the SCHOOL DISTRICT, and the SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR hereby accepts employment on the following terms and conditions:

2. ASSIGNMENT: At the inception of this Agreement, the SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR is hereby assigned to the School District of Tantasqua and Union 61.

3. TERMS: The SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR shall be employed for a three (3) year period commencing July 1, 2021 through June 30, 2024.

4. COMPENSATION:

a) The SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR shall be paid an annual salary commencing as of the effective date of this Agreement of \$ 135,022 per year, payable in equal installments in accordance with the policy of the TANTASQUA REGIONAL SCHOOL DISTRICT. Thereafter, the range of the percent of increase will be as follows:

1. Does not meet expectations 0%
2. Minimally meets expectations 1%
3. Fully meets all expectations 2%
4. Exceeds all expectations 2.5%

b) **LONGEVITY:** \$ 2,500.00 per year for 10+ years of continual services in the district.

c) The salary stated herein shall not be reduced below the amount received by the

SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR in the previous contract year, provided however, that a **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR's** salary may be reduced upon his demotion by the Superintendent, an administrative reorganization or a transfer to another school or position.

5. CONDITIONS OF EMPLOYMENT:

The **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the **POLICIES** of the TANTASQUA REGIONAL SCHOOL COMMITTEE regarding Working Conditions of Principals, and as may be from time to time modified by the COMMITTEE,

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Superintendent and the G.L. of the Commonwealth. Modification of such conditions shall not constitute a breach of this contract or any extension hereof.

6. DUTIES AND RESPONSIBILITIES:

The **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** shall be the educational leader and manager of the program and shall assist with the supervision of staff involved in the program. The **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** shall assist with hiring teachers, instructional or administrative aides, and other personnel assigned to the program, and assist with any recommendations for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L., Chapter 71 as amended by the Education reform Act of 1993.

The **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** shall also faithfully and effectively perform the duties contained in the job description of **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR**.

7. OTHER ACTIVITIES AND PROFESSIONAL DUES:

The **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from the duties as **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** and the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** has received prior approval of the Superintendent.

8. ANNUAL WORK SCHEDULE:

The **SPECIAL EDUCATION/PUPIL SERVICES POSITION** is a twelve month position with the following benefits:

25 vacation days. Up to 10 days of unused vacation may be carried over into the next FY but may not accrue year to year.

Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	1/2 day before Thanksgiving
Good Friday	Thanksgiving Day
Patriot's Day	Friday after Thanksgiving
Memorial Day	1/2 day before Christmas
Independence Day	Christmas Day
Labor Day	Day after Christmas
Juneteenth	

Three (3) personal days per year (may not carry over year to year)
Fifteen (15) sick days per year, accumulative to 200 days
Upon death or retirement, the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** shall be entitled to a payment of a stipend based upon the amount of sick leave accumulated, up to a maximum of two hundred (200) days, as of the date of death or retirement at the rate of twenty-five (\$25.00) per day.

9. EXPENSES: The Committees shall pay the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** \$400 per month for expenses incurred in the performance of her duties under this contract, building travel and technology offset.

Time necessary for court-ordered appearances in any legal proceeding connected with the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR**'s employment by the Tantasqua Regional School District.

10. TERMINATION, DEMOTION AND SUSPENSIONS:

a) In the event that a **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** desires to terminate the contract before the term of service shall have expired, she may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation. Otherwise the Superintendent may dismiss, demote or suspend the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** at any time for good cause and in accordance with the procedure contained in Massachusetts General Laws, Chapter 71, Sections 41 and 42D.

b) As used herein, "good cause" shall mean any grounds put forth by the Superintendent which is not arbitrary, irrational, unreasonable, in bad faith or relevant to the sound operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

11. EVALUATION:

The Superintendent of Schools shall evaluate the performance of the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** annually based upon 1) the duties and responsibilities contained in the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR**'s job description; 2) as presented and called for under M.G.L., Chapter 71 as amended by the Education reform Act of 1993; 3) the annual school improvement goals mutually agreed upon by the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** and the Superintendent.

12. ENTIRE AGREEMENT:

This contract embodies the AGREEMENT between the REGIONAL SCHOOL DISTRICT and the **SPECIAL EDUCATION/PUPIL SERVICES DIRECTOR** and there are no inducements, promises, terms, conditions, or other obligations made or entered into by either

party other than those contained herein. The contract may not be changed except by writing, by the party against whom enforcement thereof is sought.

13. SEVERABILITY:

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain that particular part, term, or provisions held to be invalid.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 30th of June the year 2021.

**SPECIAL EDUCATION/PUPIL SERVICES
DIRECTOR**

FOR THE TANTASQUA REGIONAL
SCHOOL DISTRICT and
UNION 61 SCHOOL DISTRICTS

by _____

Superintendent of Schools